



The Skirvin Hilton

Oklahoma City

CONFIRMATION AGREEMENT

Name: Liliana Paz-Miller / Riccardo Embriaco
Title: Events Coordinator/Director Admin. & Fin.
Company Name: Commission for Environmental Cooperation
Address:
 393 Saint-Jacques St. West, Suite 200

City, State, Zip: Montreal, Quebec, H2Y 1N9
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Hotel Name: Skirvin Hotel
Sales Manager: Krista Hughes
Title: Sales Manager
Phone: 405-702-8511
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E-Mail: kristahughes@skirvinhilton.com

Name of Event: Environmental Protection Agency

Event Dates: Sunday, June 24, 2018 - Thursday, June 28, 2018

We are pleased to offer the following accommodations for your event:

SLEEPING ROOMS and RATES

	Sun 06/24	Mon 06/25	Tue 06/26	Wed 06/27
Run of House	3	24	24	24
Rotunda One Bedroom Suite	0	3	3	3

Room	Rate
Run of House	\$159.00
Rotunda One Bedroom Suite	\$199.00

TOTAL ROOM BLOCK RESERVED: **81**

*Run of House indicates standard rooms with one king or two double beds

Room rates are quoted exclusive of prevailing local taxes and fees, currently at 13.875%. Quoted rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

CONCESSIONS: We are pleased to offer the following:

*Complimentary Wifi in group sleeping rooms

The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions outlined in the following page. You will be asked to sign Event Orders confirming the details of the events. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions on the following page may not be changed or amended unless done so in writing and signed by both parties.

HOTEL PARKING: Valet Parking is available at The Skirvin Hilton at the following rates: \$28.00 per night for overnight Valet Parking and \$15.00 for Daily Event Valet Parking. Parking spaces are limited and available on a first come - first served basis. Hotel staff can offer alternative parking options downtown upon request. Parking rates are subject to change.

Dated: _____ By: _____ For: Environmental Protection Agency
 Authorized Signature,

Dated: _____ By: _____ For: The Skirvin Hilton
 Krista Hughes, Sales Manager

THE SKIRVIN HILTON QUICK CONFIRMATION TERMS AND CONDITIONS

CONFIRMATION FOR RESERVATIONS: Room Reservations will be made via individual call in. In order to confirm a room assignment for your attendees, we require a method of payment at the time their reservation is made. Major credit cards are accepted. All credit cards will be pre-authorized at time of check in. Individual guestroom reservations may be cancelled up to 72 hours prior to arrival with no penalty. Individual reservations cancelled within 72 hours of arrival will be charged one night room and tax.

CUT-OFF DATE: All guest rooms outlined in the Guest Room Block that are not reserved with a guest name and deposit or credit card guarantee by **May 25, 2018** will be released and may be resold by The Hotel. Any additional guest rooms desired by The Group after the cut-off date will be on a space and rate available basis. The Group agrees to inform The Hotel immediately of any changes in the arrangements outlined in this Agreement.

METHOD OF PAYMENT: MASTER ACCOUNT: A master account will be established for The Group for any attrition. Individuals will be responsible for the payment of their own (room, tax, and incidental charges).

Group will provide a Credit Card Authorization/Credit Application for payment of the master account, should the group fail into attrition. The Hotel requires the master account to be paid in advance, have direct billing status or to have a credit card on file for payment of the master account.

If a credit card is presented for payment of the master account, the Credit Card will be pre-authorized for the amount of the estimated master account 10 business days prior to the event to establish credit. Should this pre-authorization decline and The Group fail to provide another form of payment, The Hotel reserves the right to cancel the function and recover all damages as outlined herein. Should The Group request direct billing, a Hotel credit application must be completed. Once the credit application is received, it will be reviewed by The Hotel's Credit Department. A maximum line of credit will be given for the event. Additional information, letters, and possibly additional prepayments may be required upon final credit evaluation.

Should billing be established, statements are payable upon receipt. For accounts more than thirty (30) days in arrears, a finance charge not in excess of those permitted by law will be assessed on the outstanding balance of the account from month to month. The Hotel will apply a monthly periodic rate, currently at 1.5% which is a corresponding annual percentage rate of 18% (This periodic rate is subject to change based on prevailing interest rates). If credit is denied, you must provide us with an alternate form of payment to which all estimated master account charges will be charged no later than **Friday, May 25, 2018**.

If paying in advance, entire contract price must be paid in cash or by certified check at least 3 business days prior to your function or a personal bank check 10 business days prior to function.

CANCELLATION: Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed on the opposite side.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	30%
89 days to 60 days in advance	50%
59 to 30 days in advance	75%
29 days or less in advance of event	100%

ATTRITION: If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the total anticipated sleeping room revenue from your event. The Skirvin

Hilton will deduct any collected nonrefundable no show or late cancellation fees from the amount you may owe as performance or cancellation damages

AUDIO VISUAL: The Skirvin Hilton Oklahoma City is pleased to have Presentation Services Audio Visual (PSAV) as the official source for audio-visual equipment and service needs. PSAV is a premier national staging and production company and they will arrange and supply all equipment and services for the event. If the Group is considering an outside vendor for these services, please be advised there are mandatory guidelines and specific charges in order for outside vendors to conduct business within the Hotel. PSAV will charge appropriate fees for these services (liaison/supervision, facilitation, quality control...etc) and patch fees for use of house audio and video systems. Complete guidelines and pricing details can be obtained from the Group's assigned Event Manager.

OUTSIDE FOOD AND BEVERAGE: Due to state law, you may not bring to the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel.

AUXILIARY AIDS: The Hotel agrees & both parties acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.

FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States that makes it illegal or impossible for the hotel to hold the event.

DISPUTE RESOLUTION: The parties agree that any dispute of any kind or description will be resolved in State or Federal court in the state and city in which Hotel is located (or the closest available location), and that the law of the state in which Hotel is located will be the governing law.

ACCEPTANCE: Should the arrangements outlined in this Agreement meet with the Group's requirements, please indicate the Group's acceptance by signing all pages by November 14, 2017. Without The Group's signed confirmation of these arrangements, rooms and space will not be guaranteed after the Option Date and the contract shall become null and void.

Return the original Agreement to The Hotel. Upon receipt, The Hotel will countersign and return a copy to the Group. Once countersigned, this document shall constitute the full and complete binding Agreement and the arrangements shall be considered confirmed and definite. Any changes to this agreement must be made in writing and signed by both The Skirvin Hilton and Environmental Protection Agency.

Dated: _____ By: _____
Liliana Paz-Miller / Riccardo Embriaco,
Events Coordinator/ Director Admin.&Fin.

For: Commission for Environmental Cooperation

Dated: _____ By: _____
Krista Hughes, Sales Manager

For: The Skirvin Hilton